

# **Exhibit A**

# **To**

# **Complaint**

PARADIGM GLOBAL ADVISORS, LLC  
650 Fifth Avenue  
17<sup>th</sup> Floor  
New York, New York 10019

January 10, 2007

Charles Provini

Re: Offer of Employment

Dear Charles:

PARADIGM Global Advisors, LLC ("Paradigm") is pleased to offer you employment as President of Paradigm with such employment commencing on the date of your acceptance of this offer. This letter states the terms and conditions under which you will be employed.

As President your responsibilities will include general charge over the business and affairs of Paradigm, subject to the supervision and authority of the board of directors of Paradigm, presently James B. Biden and R. Hunter Biden. You shall devote substantially your entire business time and energy to the performance of your duties.

As compensation for your services, you will receive a salary at the monthly rate of \$15,000, less applicable taxes and withholdings, payable in accordance with Paradigm's normal payroll practices. If neither party terminates this agreement by June 1, 2007, the monthly rate will be increased to \$40,000.

You shall be eligible for paid time off in accordance with Paradigm's policies. You shall be eligible for benefits offered to other employees of Paradigm, subject to the terms of each respective benefit plan, which terms may be amended from time to time by Paradigm or the relevant provider in their sole discretion. All compensation paid to by Paradigm shall be subject to applicable taxes and withholdings.

Your employment shall be at-will, meaning that either you or Paradigm may terminate your employment at any time for any reason. After June 1, 2007, if the employee is terminated, Paradigm will be responsible for continuing these monthly payments for a period of three years unless the termination is "for cause" which means by reason of any of the following:

- (A) Employee's conviction of, or plea of nolo contendere to, any felony or to any crime or offense causing substantial harm to the Corporation (whether or not for personal gain) or involving acts of theft, fraud or embezzlement;
- (B) willful and intentional misuse or diversion of any of the Corporation's funds;
- (C) embezzlement; or

- (D) fraudulent or willful and material misrepresentations or concealments on any written reports submitted to the Corporation.

You shall not, during the term of your employment with Paradigm or at any time thereafter, directly or indirectly disclose, in whole or in part, Confidential Information to any person or entity for any reason or purpose whatsoever, except on behalf of Paradigm in accordance with its policies, or make use of any Confidential Information for your own purposes or for the benefit of any person or entity other than Paradigm in accordance with Paradigm's policies. You shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. For purposes of this letter agreement, "Confidential Information" shall mean, without limitation, all information concerning Paradigm's clients, prospective clients, investors, prospective investors, client and investor contact persons, business plans, finances, investment strategies, investment techniques, investment products, research, market intelligence, methods, models, essential ideas, employees, partners and other proprietary information, including, but not limited to, information obtained, gathered, compiled or supplemented by you or under your supervision during the course of your employment with Paradigm in any form, whether oral, written or machine readable.

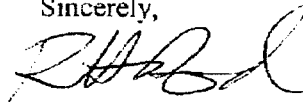
In the event of your breach of the covenants contained in the foregoing paragraph, Paradigm will suffer immediate and irreparable injury. Paradigm shall be entitled to temporary and permanent injunctive relief to prevent or stop a breach of any of the covenants in this letter agreement. If it becomes necessary for Paradigm to seek judicial remedies with respect to the breach or anticipated breach of this letter agreement, Paradigm shall be entitled, in addition to all other remedies, to recover from you all costs of such judicial action, including reasonable attorneys' fees.

This letter agreement contains the entire agreement and understanding between Paradigm and you with respect to the subject matter contained herein, supersedes all prior agreements, written or oral, concerning your employment, and may be modified only by a written instrument executed by Paradigm and you. This letter agreement shall be governed by New York law, without respect to conflicts of law principles.

This offer of employment will expire five days from the date of this letter if not accepted by you before such date. Please indicate your acceptance of this offer by signing this letter in the space provided below.

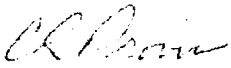
We are excited about your potential employment with Paradigm and look forward to your joining us in the development of a leading asset management business.

Sincerely,



R. Hunter Biden  
Acting Chief Executive Officer

Agreed and Accepted:



\_\_\_\_\_  
Charles Provini

\_\_\_\_\_  
January 10, 2007

Date